

RECORDING REQUESTED BY
COUNTY SANITATION DISTRICTS
OF LOS ANGELES COUNTY
2020 BEVERLY BLVD.
LOS ANGELES 97, CALIF.
R/V DIVISION
WHEN RECORDED MAIL TO ABOVE ADDRESS

4495

All correspondence in
connection with contract
should include reference
to No. NOY(R)-62715

GRANT OF EASEMENT

FILE 7

THIS INDENTURE, made the 7th day of August,
1962, between the United States of America, acting by and
through the Department of the Navy, hereinafter referred to
as the Government, and County Sanitation District No. 5 of
Los Angeles County, State of California, hereinafter referred
to as the Grantee.

WHEREAS, the Government is the owner in fee simple of a
parcel of land situate at the Naval Weapons Industrial Reserve
Plant, Torrance, California, hereinafter referred to as the
Facility; and

WHEREAS, the Grantee has requested the conveyance of an
easement and right of way for sewer purposes, including the
right to construct, install, maintain, operate and repair
sewer pipelines, through and under the aforesaid Government-
owned parcel of land as delineated on the plan annexed
hereto; and

WHEREAS, the Secretary of the Navy has found that the
grant of an easement on the terms and conditions hereinafter
stated will be in the public interest and will not substan-
tially injure the interest of the Government in the property
affected;

NOW, this Indenture witnesseth that, in consideration
of the mutual benefit and advantages to be derived herefrom,
the Government, pursuant to the authority of Title 10, U.S.
Code, Section 2669, hereby grants unto the said Grantee,
its successors and assigns, for a period of fifty (50) years
from the date hereof, an easement and right of way for
sewer purposes, including the right to construct, install,
maintain, operate and repair sewer pipelines, hereinafter
referred to as the Lines, such easement to be confined through

EASEMENT NO. 1949

DESCRIPTION NO. 2455

and under the following-described land (which includes the Government sewer line now located therein), hereinafter referred to as the Premises:

That portion of the Rancho San Pedro, in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

Parcel 1

A strip of land ten (10) feet in width lying northerly and adjacent to the northerly boundary line of Tract No. 4983, as shown on map recorded in Book 58, pages 80 to 85 inclusive of Maps, in the office of the Recorder of the County of Los Angeles, extending from a point that is distant westerly 350.00 feet along the northerly boundary line of said tract from the northeasterly corner of Lot 15, Block 70, as shown on map of said tract, to the easterly line of Western Avenue, containing 0.27 acre more or less.

Parcel 2

A strip of land twenty (20) feet in width lying fifteen (15) feet westerly and five (5) feet easterly of the following described line:

Beginning at a point that is distant westerly 335.00 feet along the northerly boundary line of said Tract No. 4983 from the northeasterly corner of Lot 15, Block 70 as shown on map of said tract; thence N 00° 10' 11" W 2480.00 feet, containing 1.14 acres, more or less.

The basis of bearing is N 89° 59' 51" W (N 89° 59' 31" W R. of S. 52-47) as shown on the northerly boundary line of said tract.

THIS EASEMENT is granted subject to the following terms and conditions:

1. That all work, including the relocation of Government-owned property, required by or in connection with the construction, operation, maintenance and repair of the Lines, shall be done without cost or expense to the Department of the Navy and in accordance with plans previously approved by the Director, Southwest Division, Bureau of Yards and Docks, hereinafter referred to as the Director.

2. That all Government property which must be moved because of the construction, operation, maintenance and repair of the Lines shall be relocated or replaced by the Grantee to

the satisfaction of the Bureau of Naval Weapons Representative, Long Beach, hereinafter referred to as the BUWEPS Representative.

3. That the Grantee shall, without cost or expense to the Department of the Navy, and at the option of and to the satisfaction of the BUWEPS Representative, promptly repair or replace all Government property damaged or destroyed as a result of the construction, maintenance, operation and repair of the Lines.

4. That the Grantee shall promptly restore or replace existing ground cover damaged or destroyed by the construction, maintenance, operation or repair of the Lines, said restoration or replacement to be accomplished to the satisfaction of the BUWEPS Representative.

5. That the Grantee shall maintain the Lines in good condition and shall promptly make all repairs thereto which may be necessary for the operation and the maintenance of said Lines.

6. That if at any future time it is determined by the Government that the easement herein granted interferes with Government activities, the Grantee shall relocate any construction or installations at its expense; if the Government determines that such relocation is not feasible, the Government shall have the right to terminate the easement herein.

7. That all or any part of the easement herein granted may be terminated for failure on the part of the Grantee to comply with any of the terms and conditions of this grant. This easement shall terminate upon abandonment of the rights granted herein or upon nonuse of such rights for a period of two consecutive years.

8. That upon termination of the easement granted herein, if desired by the Government, the Grantee, at its expense, shall remove any and all improvements installed or constructed

hereunder and restore the Premises to the same or as good condition as that which existed prior to the exercise by the Grantee of its rights hereunder, such restoration to be effected to the satisfaction of the Director.

9. That the Grantee's rights hereunder shall be subject to such rules and regulations as may be promulgated by the Government to insure that the exercise of such rights shall not interfere with the Facility.

10. That the Government may use the Premises which are the subject of this easement for any purpose which does not create an unreasonable interference with the use and enjoyment by the Grantee of the easement rights granted herein.

11. That the Government shall have the right, at its own cost and expense, to install, maintain, and operate sanitary sewer feeder lines connecting to the Lines to be installed or used by the Grantee hereunder for the purpose of discharging into the Lines sanitary sewage effluent from the Facility; and the Grantee shall, without cost to the Government or a Government contractor at the Facility receive such effluent into the Lines for discharge and disposal.

12. That the Grantee shall, without cost to the Government or a Government contractor at the Facility at all times provide capacity in the Lines which is adequate to carry the sanitary sewage effluent put into the Lines by the Government under the right set forth in Term 11 of this grant.

IN WITNESS WHEREOF, the Government, acting by and through the Department of the Navy, has caused this instrument to be executed the day and year first above written.

Approved as to Form

By

Stuart R. Foutz
Counsel for
COMNAVSTANVDOCK

UNITED STATES OF AMERICA

by

R. L. Thomas
by direction of the Chief of
the Bureau of Yards and Docks,
acting under the direction of
the Secretary of the Navy

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 7th day of August, 1962, in the year 1962, before me MARIE H. WENET, a Notary Public in and for said County and State, personally appeared R. E. Thomas, Jr., known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same by direction of the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy, U.S.A.

Marie H. Wendt
Notary Public

My Commission Expires June 5, 1966

Sample 10-2-63
Sample 10-2-63

APPROVED
John R. Fairhurst
John R. Fairhurst, Chairman, 6-20-64

1 RE: MAIN LINE SEWERS AND PUMPS -
2 21-INCH TRUNK SEWER IN NAVY
3 PROPERTY - EASEMENT NO. 1949

The Acting Chief Engineer presented
a gratuitous easement executed by the
executor hereinafter named, granting
to County Sanitation District No. 5


4 of Los Angeles County certain land for right of way and a 21-inch trunk sewer and
5 recommended that said easement and sewer be accepted and ordered recorded.

6 Upon motion of Director Ozuleger, seconded by Director
7 Breneman and unanimously carried, said Easement No. 1949 was accepted
8 and the Secretary was instructed to have same recorded, said easement being
9 executed August 7, 1962 by the United States of America, granting to County
10 Sanitation District No. 5 of Los Angeles County a perpetual easement and right
11 of way for sewer purposes and a 21-inch trunk sewer as set forth and described
12 in Easement No. 1949.

13
14 STATE OF CALIFORNIA)
15) SS
16 COUNTY OF LOS ANGELES)

17 I, J. R. FOSTER, Secretary of the Board of Directors of County
18 Sanitation District No. 5 of Los Angeles County, do hereby certify that the
19 foregoing is a true and correct copy of an order adopted by the Board
20 of Directors of said District at a meeting held September 12, 1962 and duly
21 entered in the minutes of said District.

22
23
24
25
26
27
28
29
30
31
32
S E A L


J. R. FOSTER
Secretary

RECORDED IN
OFFICIAL RECORDS
LOS ANGELES COUNTY, CALIF.
RAY E. LEE, RECORDER

OCT 5 11 30 AM 1962

